

**REGIONAL INCENTIVE AGREEMENT
BETWEEN
TRICARE REGION V & (VENDOR'S NAME)**

1. APPLICABILITY:

- a. This Regional Incentive Agreement is entered into pursuant to the National Distribution and Pricing Agreement (DAPA) # _____ clause _____. The terms and conditions of said DAPA are incorporated by reference herein.
- b. This agreement applies to the attached listing of products and prices (Enclosure 1).
- c. These products are provided through Defense Supply Center Philadelphia (DSCP) under National Distribution and Pricing Agreement (DAPA) # _____. For systems purposes, (Vendor's Name) agrees to submit a Regional DAPA application to DSCP within 30 days of signing this agreement and provide a copy of the DAPA request to the Tri-Service Regional Business Office (TRBO). The TRBO copy will be mailed to the following address:
Wright-Patterson Medical Center
Tri-Service Regional Business Office
4881 Sugar Maple Drive
Wright-Patterson AFB OH 45433

This agreement extends to all TRICARE Region V facilities listed on Enclosure (2).

2. TERM OF AGREEMENT:

- a. (Vendor's Name) and TRICARE Region 5 agree to a two-year term for this agreement with effective dates from _____ through _____, with an option to extend for one year. It may be extended upon mutual written agreement of NARMC/TRICARE Region 1 and (Vendor).

3. PRICING AND COMMITMENT:

- a. Vendor agrees that incentive prices in Enclosure 1 are guaranteed firm for the period indicated and apply only to the products during the agreed upon period. These prices are exclusive of federal, state, and local taxes. The tier pricing provided changes under the following conditions:
 - **TIER I:** All participating Members (listed in Enclosure 2) are entitled to Tier 1 pricing for the products listed in this agreement.
 - **TIER II:** To receive Tier 2 pricing, members within the **TRICARE Region 5** must purchase 70% of the total volume in these (Vendor) product categories, of their estimated potential sales, and sustain that percentage throughout the life of this agreement. If they do not continue to purchase at the required volume, members will resort to Tier 1 pricing.
 - **TIER III:** To receive Tier 3 pricing, members within the **TRICARE Region 5** must purchase 70% of the total volume in these product categories, of their estimated potential sales, and sustain the percentage throughout the life of this agreement. If they do not continue to purchase at the required volume, members will resort to a lower applicable tier level.
 - **TIER IV:** Tier 4 pricing is offered when more than one region meets with the terms and conditions of this agreement.
- b. (Vendor) agrees to provide a copy of this agreement to the Prime Vendor supporting this region: Bergen & Brunswick. These prices are to be posted to the Prime Vendor order entry system and made available to all medical facilities in TRICARE Region 5. Attached is a listing of those facilities.

- c. TRICARE Region 5 hereby commits its facilities to purchase the products listed in enclosure 1. This commitment is based on the annual estimated requirements provided to the Vendor. These estimates are a good faith estimate and actual quantities ordered may vary.
- d. Equipment Replacement/Exchange: (If applicable)
- e. Returns Policy:
- f. Additional Services:
 - 1) In-service of awarded products to the facilities listed in enclosure 2 will be provided by (Vendor's Name). Scheduling will be at a mutually agreed upon date by the facility and (Vendor's Name).
 - 2) (Vendor's Name) will provide continuing education programs and literature on the products agreed upon.
 - 3) An Implementation plan will be provided to Region 5 and the supporting facilities, which must be approved prior to product conversion.
 - 4) Utilization management services??
 - 5) On-site services??
- g. National Institute for the Blind/National Institute for the Severally Handicapped. (NIB/NISH). (Vendor) will participate in the NIB/NISH program by _____.

4. COMPLIANCE:

- a. During the term of this agreement, (Vendor's Name) agrees to meet with TRICARE Region 5 on a quarterly basis to review compliance with the terms agreed upon in paragraph 2. (Vendor's Name) may also meet with each participating facility on a quarterly basis to review compliance with the above stated agreement terms.
- b. Facilities with local agreements from a different vendor will honor their contractual commitments until their expiration date, after which they will convert to the regional standardized products affected by this agreement. During the time period such facilities are honoring their contractual commitments, the region will still be afforded the pricing offered under this agreement.

5. CANCELLATION:

- a. This agreement may be cancelled in whole or in part, without cause, by either party, thirty (30) days after receipt of a written notice.
- b. This agreement shall automatically expire if (Vendor's Name) DAPA # _____ is terminated for any reason.

(VENDOR)

By: _____
Title:

TRICARE REGION 5

By: _____
Title: